



CITY OF LODI COUNCIL COMMUNICATION

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AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with MIG, Inc., of Berkeley, for Lodi Avenue Design Guidelines/Preliminary Design; and Appropriating \$80,000 for the Project

MEETING DATE: June 6, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution authorizing the City Manager to execute a professional services agreement with MIG, Inc., of Berkeley, for the Lodi Avenue Design Guidelines/Preliminary Design; and appropriating \$80,000 for the project.

BACKGROUND INFORMATION: One of the primary components of the Lodi Central City Railroad Safety Improvement Project is to permanently remove the railroad tracks along Lodi Avenue east of the Union Pacific Railroad and revitalize this gateway to Central Lodi. In 2002, after the execution of the Memorandum of Understanding (MOU) between the City and the Railroads (Union Pacific, Burlington Northern & Santa Fe and Central California Traction Company), the Public Works Department Streets Division paved over the railroad tracks in Lodi Avenue between Main Street and Cherokee Lane. This work provided a temporary improvement to the Lodi Avenue corridor.

The next phase of the Lodi Central City Railroad Safety Improvement Project is the preliminary design for the Lodi Avenue corridor. As part of the related Eastside Mobility and Access Plan (EMAP), MIG prepared design guidelines for Lodi Avenue, from Sacramento Street to Central Avenue. These guidelines were approved by City Council in September 2006. As a continuation of this work, MIG will provide design guidelines and the preliminary design for Lodi Avenue, from Central Avenue to Cherokee Lane. This phase includes substantial community involvement. MIG will facilitate the development of two community forums, one gathering input on a community vision for Lodi Avenue and a second to review preliminary design options. City Engineering staff will prepare conceptual level construction cost estimates for the preferred preliminary design. Staff recommends MIG be retained under a professional services agreement to provide the design guidelines and preliminary design. The agreement and accompanying scope of services are provided as Attachment A.

After MIG completes their work, staff will present the design concepts to City Council for approval. The next phase will be to prepare the plans, specifications, and detailed cost estimates. Construction will follow and is tentatively scheduled to begin in 2008/09 using Surface Transportation Program funds.

FISCAL IMPACT: Not applicable.

FUNDING AVAILABLE: The professional service cost for design guidelines and preliminary design is \$74,740. The appropriation recommendation is \$80,000, including contingencies, and Proposition 1B funding is available.

Kirk Evans, Budget Manager

Richard C. Prima, Jr.
Public Works Director

Prepared by Paula J. Fernandez, Senior Traffic Engineer
RCP/ PJF/pmf

Attachment

cc: City Attorney
Transportation Manager

City Engineer
Louis Hexter, MIG, Inc.

APPROVED: _____
Blair King, City Manager

AGREEMENT FOR CONSULTING SERVICES**ARTICLE 1
PARTIES AND PURPOSE****Section 1.1 Parties**

THIS AGREEMENT is entered into on _____, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and MIG Inc., (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to provide the services required in accordance with attached scope of services, Exhibit A.

CITY wishes to enter into an agreement with CONSULTANT for Lodi Avenue Design Guidelines/Preliminary Design project (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A.

**ARTICLE 2
SCOPE OF SERVICES****Section 2.1 Scope of Services**

CONSULTANT, for the benefit and at the direction of CITY, shall perform the scope of services as set forth in Exhibit A, attached and incorporated by this reference.

Section 2.2 Time For Commencement and Completion of Work

CONSULTANT shall commence work within ten (10) days of executing this Agreement, and complete work under this Agreement based on a mutually agreed upon timeline.

CONSULTANT shall submit to CITY one reproducible set of the final report product and electronic file(s) for same, and other project deliverables as indicated in the attached project scope of services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff or agents to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONSULTANT's contract performance period. CONSULTANT shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONSULTANT shall attend meetings as indicated in the Scope of Services, Exhibit A.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The scope of services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel in CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents that it is prepared to and can perform all services within the scope of services specified in Exhibit A. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals.

Section 2.5 Subcontracts

CITY acknowledges that CONSULTANT will not subcontract any portions of the scope of services. Should any subconsultants be replaced or added after CITY's approval, CITY shall be notified within ten (10) days and said subconsultants shall be subject to CITY's approval prior to initiating any work on the Project. CONSULTANT shall remain fully responsible for the complete and full performance of said services and shall pay all such subconsultants.

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall conform to the provisions of Fee Proposal, attached as a portion of Exhibit A.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the scope of services said work is attributable.

Section 3.3 Costs

The fees shown on Exhibit A include all reimbursable costs required for the performance of the individual work tasks by CONSULTANT and/or subconsultant and references to reimbursable costs located on any fee schedules shall not apply. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved by CITY.

CONSULTANT charge rates are attached and incorporated with Exhibit A. The charge rates for CONSULTANT shall remain in effect and unchanged for the duration of the Project unless approved by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any

subconsultants on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 Responsibility for Damage

CONSULTANT shall indemnify and save harmless the City of Lodi, the City Council, elected and appointed Boards, Commissions, all officers and employees or agent from any suits, claims or actions brought by any person or persons for or on account of any injuries or damages sustained or arising from the services performed in this Agreement but only to the extent caused by the negligent acts, errors or omissions of the consultant and except those injuries or damages arising out of the active negligence of the City of Lodi or its agents, officers or agents.

Section 4.3 No Personal Liability

Neither the City Council, the City Engineer, nor any other officer or authorized assistant or agent or employee shall be personally responsible for any liability arising under this Agreement.

Section 4.4 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided herein.

Section 4.5 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as listed below. These insurance policies shall protect CONSULTANT and any subcontractor performing work covered by this Agreement from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from CONSULTANT'S operations under this Agreement, whether such operations be by CONSULTANT or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. **COMPREHENSIVE GENERAL LIABILITY**

\$1,000,000 Bodily Injury -

Ea. Occurrence/Aggregate

\$1,000,000 Property Damage -

Ea. Occurrence/Aggregate

or

\$1,000,000 Combined Single Limits

2. COMPREHENSIVE AUTOMOBILE LIABILITY

\$1,000,000 Bodily Injury - Ea. Person

\$1,000,000 Bodily Injury - Ea. Occurrence

\$1,000,000 Property Damage - Ea. Occurrence

or

\$1,000,000 Combined Single Limits

NOTE: CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage.

A copy of the certificate of insurance with the following endorsements shall be furnished to CITY:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents and Employees as additional named insureds insofar as work performed by the insured under written Agreement with CITY. (This endorsement shall be on a form furnished to CITY and shall be included with CONSULTANT'S policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled by the company without 30 days' prior written notice of such cancellation to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

(e) CONSULTANT agrees and stipulates that any insurance coverage provided to CITY shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the

California Tort Claims Act (California Government Code Section 810 et seq.). "Claims made" coverage requiring the insureds to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

Section 4.6 Worker's Compensation Insurance

CONSULTANT shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of CONSULTANT'S employees employed at the site of the project and, if any work is sublet, CONSULTANT shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the CONSULTANT. In case any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected under the Worker's Compensation Statute, CONSULTANT shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the City Attorney, City of Lodi, P.O. Box 3006, Lodi, CA 95241.

Section 4.7 Attorney's Fees

In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the court.

Section 4.8 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY.

Section 4.9 Notices

Any notice required to be given by the terms of this Agreement shall be deemed to have been given when the same is personally served or sent by certified mail or express or overnight delivery, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
 Richard C. Prima, Jr., Public Works Director
 221 West Pine Street
 P.O. Box 3006
 Lodi, CA 95241-1910

To CONSULTANT: _____

Section 4.10 Cooperation of CITY

CITY shall cooperate fully in a timely manner in providing relevant information that it has at its disposal.

Section 4.11 CONSULTANT is Not an Employee of CITY

It is understood that CONSULTANT is not acting hereunder in any manner as an employee of CITY, but solely under this Agreement as an independent contractor.

Section 4.12 Termination

CITY may terminate this Agreement by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit A to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

Section 4.13 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.14 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent.

Section 4.15 Integration and Modification

This Agreement represents the entire integrated Agreement between CONSULTANT and CITY; supersedes all prior negotiations, representations, or Agreements, whether written or oral, between the parties; and may be amended only by written instrument signed by CONSULTANT and CITY.

Section 4.16 Applicable Law and Venue

This Agreement shall be governed by the laws of the State of California. Venue for any court proceeding brought under this Agreement will be with the San Joaquin County Superior Court.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer tapes or cards, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared for this project, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during regular business hours. Upon termination or completion, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were prepared.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
BLAIR KING
CITY MANAGER

APPROVED AS TO FORM:

Dated: _____

By _____
D. STEPHEN SCHWABAUER
CITY ATTORNEY

By: _____
Its: _____

Eastside Lodi Avenue (Union Pacific Railroad to Cherokee Lane)
Community Design Guidelines
MIG Scope of Services and Cost Estimate

TASK 1.0: PROJECT INITIATION, WORK PROGRAM DEVELOPMENT AND PROJECT MANAGEMENT

MIG will meet with the City of Lodi staff and members of the project's Steering Committee to initiate the project, to define project objectives, to identify key stakeholders and to brainstorm work program elements. Upon approval of the project work program, MIG will regularly consult with City staff and members of the Steering Committee in order to manage work flow and budget expenditures to meet project objectives.

TASK 2.0: DATA COLLECTION

MIG will review all planning and policy documents provided by the City relevant to the project area in order to understand the project context. The City also will provide MIG with any available electronic mapping/GIS files of the project area.

TASK 3.0: STEERING COMMITTEE MEETINGS (4)

In addition to the Project Initiation meeting (Task 1), MIG will attend a series of meetings with the Steering Committee in order to conduct timely review of project deliverables and planning for project activities. At the first of these meetings, MIG will conduct a walking tour of the project area with the Steering Committee in order to observe and document current conditions, such as land uses, building types, circulation, streetscape, etc. MIG will then meet with the Steering Committee, comprised of representatives from law enforcement, local businesses and community organizations, to solicit further input on issues of interest in the project area. MIG will prepare an Issues and Opportunities report as a summary of the day's activities.

TASK 4.0: COMMUNITY FORUMS (2)

MIG will work with the Steering Committee to plan, conduct and document two Community Forums to:

- 1) solicit input on priority issues and opportunities;
- 2) provide feedback on preliminary planning and design options

For each Community Forum, MIG will complete the following:

Task 4.1: Presentation Materials

MIG will prepare a PowerPoint presentation and a series of maps and displays to illustrate current conditions, key issues and opportunities, and preliminary planning and design strategies as materials for the Community Forum. All materials will be developed in both English and Spanish languages.

Task 4.2: Outreach/Publicity

MIG will assist the Steering Committee in preparing invitations to the Community Forum. Materials will be developed in English and Spanish.

Task 4.3: Forum Facilitation and Graphic Recording

MIG will provide staff to facilitate and graphically record the Community Forum.

Task 4.4: Forum Summary

MIG will prepare a report on the Community Forum, including a summary of oral comments, written comments and photoreductions of the wallgraphics. One (1) draft copy of the report will be submitted to the Steering Committee for review, and one (1) final copy of the report will be delivered to the City for photocopying and distribution.

TASK 5.0: DRAFT PLAN AND COMMUNITY DESIGN GUIDELINES

Based on all of the input from the Steering Committee and Community Forum activities, MIG will compile a draft plan document describing mobility, access and streetscape improvements for the project area. MIG also will develop Community Design Guidelines that will respect the historic character of the area, while at the same time improving the streetscape environment within the study area. The guidelines will address issues of overall image and identity (including historic character), the pedestrian environment, appropriate infrastructure improvements, accessibility and security, and circulation. Streetscape standards involving street furniture (such as street lights, garbage receptacles, benches, bollards, etc.), sidewalk conditions, landscaping (like planting, water features, etc) will also be identified. One (1) electronic copy of the diagrams and text for the aforementioned products will be provided to the Client.

This document will be used to communicate to area residents and businesses at a variety of community events, with opportunities for feedback on the contents.

TASK 6.0: REVISED DRAFT PLAN AND COMMUNITY DESIGN GUIDELINES

MIG will revise the Draft Plan document in consultation with the Steering Committee to reflect input received at the various community events.

TASK 7.0: PRESENTATIONS TO PLANNING COMMISSION AND CITY COUNCIL

MIG will prepare a summary presentation of the Revised Draft Eastside Lodi Avenue Plan and Community Design Guidelines and will deliver the presentation as requested to the City's Planning Commission and City Council.

TASK 8.0: FINAL PLAN AND COMMUNITY DESIGN GUIDELINES

MIG will prepare a final version of the Eastside Lodi Avenue Plan and Community Design Guidelines, and will deliver one (1) bound, one (1) master reproducible copy and one (1) electronic version of the final Plan to the City.

City of Lodi -- Eastside Lodi Avenue Circulation Plan and Design Guidelines
MIG Estimated Project Budget -- April 16, 2007

		Carolyn Verheyen	Lou Hexter	Anchi Mei	Project Associate	CAMS	CAMS	MIG Support	Total Labor	
		\$160	\$125	\$110	\$90	\$130	\$95	\$65		
	Tasks									
Task 1.0: PROJECT INITIATION & COORDINATION		10	26	18	0	0	0	0	\$6,830	
1.1	Project Initiation Meeting	6	6	6					\$2,370	
1.2	Work Program Development		4	4					\$940	
1.3	Ongoing Project Management and Coordination	4	16	8					\$3,520	
Task 2.0: DATA COLLECTION				16	24				\$3,920	
Task 3.0: STEERING COMMITTEE MEETINGS (4)		0	26	26	20	0	0	0	\$7,910	
3.1	Walking Tour		8	8	8				\$2,600	
3.2	Additional Steering Committee Meetings (3)		18	18	12				\$5,310	
Task 4.0: COMMUNITY FORUMS (2)		18	36	56	64	8	32	0	\$23,380	
4.1	Presentation Materials	4	8	32	16	4	20		\$9,020	
4.2	Outreach/Publicity	1	4	0	4	4	12		\$2,680	
4.3	Forum Facilitation/Graphic Recording	12	12	12	12				\$5,820	
4.4	Forum Summary	1	12	12	32				\$5,860	
Task 5.0: DRAFT PLAN AND DESIGN GUIDELINES		4	12	60	60	2	8	0	\$15,160	
Task 6.0: REVISED DRAFT PLAN AND DESIGN GUIDELINES		1	4	24	16	0	8	0	\$5,500	
Task 7.0: PRESENTATIONS TO PLANNING COMMISSION/CITY COUNCIL		6	12	12	0	2	8	0	\$4,800	
Task 8.0: FINAL DRAFT PLAN AND DESIGN GUIDELINES		4	12	24	16	2	8	0	\$7,240	
TOTAL LABOR HOURS		43	128	236	200	14	64	0	685	
TOTAL ESTIMATED COST									\$74,740	

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
PROFESSIONAL SERVICES AGREEMENT WITH MIG,
INC., FOR LODI AVENUE DESIGN
GUIDELINES/PRELIMINARY DESIGN; AND FURTHER
APPROPRIATING FUNDS FOR THE PROJECT

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NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby
authorize the City Manager to execute Professional Services Agreement with MIG, Inc., of
Berkeley, California for Lodi Avenue Design Guidelines/Preliminary Design; and

BE IT FURTHER RESOLVED, that funds in the amount of \$80,000 be
appropriated from Proposition 1B for this project.

Dated: June 6, 2007

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I hereby certify that Resolution No. 2007-_____ was passed and adopted by the
City Council of the City of Lodi in a regular meeting held June 6, 2007, by the following
vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____